



**JONATHAN E. FIELDING, M.D., M.P.H.**  
Director and Health Officer

**CYNTHIA A. HARDING, M.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 240-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Mark Ridley-Thomas**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

June 12, 2014

TO: Each Supervisor

FROM: Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

A handwritten signature in blue ink, which appears to be "Cynthia A. Harding", written over the printed name of the Chief Deputy Director.

SUBJECT: **NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO  
EXTEND THE TERM OF FIVE CERTIFIED NEEDLE EXCHANGE  
PROGRAM CONTRACTS THROUGH DECEMBER 31, 2014**

This is to notify you that I am exercising the delegated authority approved by your Board on June 11, 2013, to execute amendments to certified needle exchange program (NEP) contracts that extend the term month-to-month for a period of up to six months to complete a solicitation process, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

Under this authority, I will execute amendments to NEP contracts with Asian American Drug Abuse Program (Contract Number PH-001103); Bienestar Human Services, Inc. (Contract Number PH-001102); Public Health Foundation Enterprises, Inc. representing Clean Needles Now (Contract Number PH-001110); Tarzana Treatment Centers, Inc. (Contract Number PH-001111); and Venice Family Clinic (Contract Number PH-001104), that extend the term effective July 1, 2014 through December 31, 2014, at a maximum obligation of \$50,000 per contract; 100% offset by Tobacco Master Settlement Agreement funds.

These amendments will allow the continuation of NEP services while the Department of Public Health completes a solicitation process. Under these contracts, the agencies provide NEP services that help prevent the transmission of blood borne pathogens by providing injection drug users (IDUs) with risk reduction education and controlled access to clean needles. This program also provides IDUs with information and referrals to medical and social services, including access to drug treatment services.

Each Supervisor  
June 12, 2014  
Page 2

County Counsel has reviewed and approved the amendments as to form and this delegated authority action.

If you have any questions or require additional information, please let me know.

JEF:av  
DA# 02953

Attachment

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES AGREEMENT**

Amendment Number 4

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

XXXXXXXXXXXXXXXXX (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled "CERTIFIED  
NEEDLE EXCHANGE PROGRAM SERVICES AGREEMENT," dated XXXXXX, and  
further identified as County Agreement No. PH-XXXXXX and any amendments thereto,  
(all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend the term  
on a month-to-month basis up to six months and increase the maximum obligation of  
the County, and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a  
written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective July 1, 2014.
2. Paragraph 1, TERM, first subparagraph, shall be revised to read as  
follows:

“1. TERM: The term of this Agreement shall be effective on April 6, 2010 and shall continue in full force and effect through December 31, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.”

3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

“A. Contractor shall provide services in the manner and form as described in the body of this Agreement and in Exhibit A, Attachments A, B, C, D, and E and Schedules 1, A, B, C, D, and E, which are attached hereto and incorporated herein by reference.”

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, is hereby deleted and replaced in its entirety as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of May 4, 2010 through June 30, 2010, the maximum obligation of County for all services provided under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000), as set forth in “Schedule 1”, attached hereto and incorporated herein by reference.

B. During the period of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in “Schedule A”, attached hereto and incorporated herein by reference.

C. During the period of July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in "Schedule B", attached hereto and incorporated herein by reference.

D. During the period of July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in "Schedule C", attached hereto and incorporated herein by reference.

E. During the period of July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in "Schedule D", attached hereto and incorporated herein by reference.

F. During the period of July 1, 2014 through December 31, 2014, the maximum obligation of County for all services provided under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000), as set forth in "Schedule E", attached hereto and incorporated herein by reference.

G. Contractor shall use such funds only to pay for services and only to the extent such funds are reimbursable to County by its grantees. County shall only be obligated to pay

Contractor for actual reimbursable costs, as listed in the Schedule(s) attached hereto and incorporated herein by reference, incurred by Contractor in performing services pursuant to this Agreement.”

5. Paragraph 10, INDEMNIFICATION, is hereby deleted and replaced in its entirety as follows:

“10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

6. Paragraph 1, ADMINISTRATION, of the ADDITIONAL PROVISIONS is hereby deleted and replaced in its entirety as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor’s programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health.

During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

7. Paragraph 17, COUNTY'S QUALITY ASSURANCE PLAN, of the ADDITIONAL PROVISIONS is hereby deleted and replaced in its entirety as follows:

"17. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.



The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

8. Paragraph 46, TIME OFF FOR VOTING, shall be added to the ADDITIONAL PROVISIONS to read as follows:

"46. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

9. Effective on the date of this Amendment, Attachment E and Schedule E shall be attached hereto and incorporated herein by reference.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
JOHN F. KRATTLI  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

#02953